

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

BAKER HUGHES OILFIELD OPERATIONS, §
INC. d/b/a BAKER HUGHES GMI §
GEOMECHANICS SERVICES, §

Plaintiff,

vs.

CIVIL ACTION NO. _____

HEWITT OPERATING, INC.,

Defendant.

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PETITION TO CONFIRM ARBITRATION AWARD

TO THE HONORABLE JUDGE OF SAID COURT:

A. Parties

1. Plaintiff, Baker Hughes Oilfield Operations, Inc. d/b/a Baker Hughes GMI Geomechanics Services ("Baker Hughes"), is a California corporation duly authorized to conduct business in the State of Texas.
2. Defendant, Hewitt Operating, Inc. ("Hewitt"), is a Utah corporation, and can be served by the Marshal of the District of Utah by serving its President and Registered Agent, Michael A. Cederstrom, at 175 South Main, Suite 900, Salt Lake City, Utah 84111.

B. Jurisdiction

3. The Court has jurisdiction over this lawsuit because the action arises under the Federal Arbitration Act (Title 9 of the United States Code).

C. Venue

4. In this Complaint, Plaintiff is seeking an order from this Court confirming an award entered in an arbitration proceeding. Venue is proper in this District pursuant to 9 U.S.C. § 9, because the agreement at issue in this proceeding does not specify the court within which the parties may seek such an order, and the award which Plaintiff is seeking to have confirmed was rendered by an arbitrator sitting in Houston, Texas, which was the locale established in the agreement between the parties.

D. Conditions Precedent

5. All conditions precedent to Plaintiff filing this Petition have been performed or have occurred. All conditions precedent to recovery by Plaintiff on its causes of action as set forth hereinafter have been performed or have occurred.

E. Facts

6. On March 19, 2013, the Parties entered into a contract (the "Contract") entitled Statement of Work #NAR-13-3-119. Pursuant to the Contract, Baker Hughes provided services, material, machinery and/or supplies for Hewitt (the "Work") for a project in Juab County, Utah.

7. Hewitt did not pay the full amount owed to Baker Hughes, and as a result, Baker Hughes filed a Demand for Arbitration with the American Arbitration Association ("AAA") as AAA Case No. 01-14-0000-1596.

8. Baker Hughes and Hewitt entered into a written Settlement Agreement (the "Agreement") on May 21, 2014 which abated the arbitration process. In further support of the aforementioned proper jurisdiction of this Court, in paragraph 14 of the

Agreement, the parties expressly agreed that “any dispute concerning th[e] Agreement or any default under it is controlled by Texas law, [and] [t]he obligations created in th[e] Agreement shall be performed in Harris County, Texas, and...that jurisdiction and venue regarding any dispute hereunder is and shall be in Harris County, Texas.”

9. Hewitt failed to make payments in accordance with the Agreement on both April 21, 2015 and May 21, 2015, breaching the Agreement. Baker Hughes filed a motion to recommence the prior arbitration proceeding, and the Arbitrator was appointed by the AAA on July 14, 2015.

10. Arbitration proceedings were held in accordance with the Contract, and an award (the “Award”) was made on November 28, 2015. A copy of the Award, certified as being true and correct by the AAA, is attached hereto as **Exhibit “A”** and is incorporated herein by reference. As such, Plaintiff respectfully requests that this Court confirm the Award pursuant to 9 U.S.C. § 9.

G. Prayer

WHEREFORE, Plaintiff requests that Defendant be cited to appear and answer, and that on final trial, Plaintiff have judgment as follows:

- (1) The Court enter judgment confirming the arbitration award as made.
- (2) Costs of suit.
- (3) Such other and further relief, both legal and equitable, to which Plaintiff may be justly entitled.

Respectfully Submitted,

CRADY, JEWETT & McCULLEY, LLP

By: /s/ William R. Sudela

William R. Sudela
Federal Bar No. 6386
State Bar No. 19463300
Email: wsudela@cjmlaw.com
J. Daniel Long
Federal Bar No. 33426
State Bar No. 24036985
Email: dlong@cjmlaw.com
2727 Allen Parkway, Suite 1700
Houston, Texas 77019-2125
Phone: (713) 739-7007
Fax: (713) 739-8403

Attorneys for Plaintiff, Baker Hughes Oilfield Operations, Inc. d/b/a Baker Hughes GMI Geomechanics Services

Of Counsel:

CRADY, JEWETT & McCULLEY, LLP
2727 Allen Parkway, Suite 1700
Houston, Texas 77019-2125
Phone: (713) 739-7007
Fax: (713) 739-8403